

State of Nebraska
REQUEST FOR PROPOSAL FOR
CONTRACTUAL SERVICES FORM

RETURN TO:
Department of Education
P.O. Box 94987
Lincoln, NE 68509-4987

Phone: (402) 471-6469
Fax: (402) 471-4311

SOLICITATION NUMBER	RELEASE DATE
RFP NDE-12-449-01	October 24, 2012
OPENING DATE AND TIME	PROCUREMENT CONTACT
December 19, 2012 2:00 p.m. Central Time	Dr. Valorie Foy

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Department of Education, is issuing this Request for Proposal, RFP Number 12-449-01 for the purpose of selecting a qualified contractor to provide and operate a computerized information system to support the administration, record keeping and reporting for state student assessment.

Written questions are due no later than November 7, 2012, and should be submitted via e-mail to valorie.foy@nebraska.gov. Written questions may also be sent by facsimile to 402-471-4311. .

Bidder should submit one (1) original and six (6) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in the Department of Education by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://www.education.ne.gov/Assessment/> and <http://www.das.state.ne.us/materiel/purchasing/>
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies that bidder maintains a drug free work place environment.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something added or deleted.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any officer or agency established by the Constitution of Nebraska.

Agent: A person authorized by a superior or organization to act on their behalf.

Amend: To alter or change by adding, subtracting, or substituting. A contract can be amended only by the parties participating in the contract. A written contract can only be amended in writing.

Amendment: Written correction or alteration.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Best and Final Offer (BAFO): A second-stage bid in a public procurement for services.

Bid: The executed document submitted by a bidder in response to a Request for Proposal.

Bid Bond: A bond given by a surety on behalf of the bidder to ensure that the bidder will enter into the contract as bid and is retained by the State from the date of the bid opening to the date of contract signing.

Bidder: Any person or entity submitting a competitive bid response to a solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, excepting public holidays.

Calendar Day: Every day shown on the calendar; Saturdays, Sundays and State/Federal holidays included. Not to be confused with "Work Day".

Collusion: A secret agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful or unlawful purpose.

Competition: The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and/or service.

Confidential Information: Unless otherwise defined below, “Confidential Information” shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would provide.

Contract: An agreement between two or more persons to perform a specific act or acts.

Contract Administration: The Management of various facets of contracts to assure that the contractors total performance is in accordance with the contractual commitments and obligations to the purchaser are fulfilled.

Contract Management: Includes reviewing and approving of changes, executing renewals, handling disciplinary actions, adding additional users, and any other form of action that could change the contract.

Contractor: Any person or entity that supplies goods and/or services.

Conversion Period: A period of time not to exceed six (6) months, during which the State converts to a new Operating System under “Conversion” as per this RFP.

Copyright: A grant to a writer/artist that recognizes sole authorship/creation of a work and protects the creator’s interest(s) therein.

CPU: Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the contractual language or deliverables within the scope of this Request for Proposal.

Documentation: The user manuals and any other materials in any form or medium customarily provided by the contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Evaluation Committee: A committee (or committees) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals.

Evaluation of Proposal: The process of examining a proposal after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the proposal that relate to determination of the successful bidder.

Extension: A provision, or exercise of a provision, of a contract that allows a continuance of the contract (at the option of the State of Nebraska) for an additional time according to contract conditions. Not to be confused with "Renewals."

F.O.B. Destination: Free on Board. The delivery charges have been included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation is a corporation that was formed (i.e. incorporated) in another state but transacting business in Nebraska pursuant to a certificate of authority issued by the Nebraska Secretary of State.

Installation Date: The date when the procedures described in "Installation by Contractor, and Installation by State", as found in the RFP, are completed.

Late Proposal: A proposal received at the place specified in the solicitation after the date and time designated for all proposals to be received.

Licensed Software: Any and all software and documentation by which the State acquires or is granted any rights under this contract.

May: Denotes discretion.

Mandatory: Required, compulsory or obligatory.

Module: A collection of routines and data structures that perform a specific function of the Licensed Software.

Must: Denotes the imperative, required, compulsory or obligatory

Opening Date: Specified date and time for the public opening of received, labeled and sealed formal proposals. Not to be confused with "Release Date".

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: Acquiring computing or related services from a source outside of the State of Nebraska which may include programming and/or executing the State's Licensed Software on the State's CPU's, programming, and/or executing the State's programs and Licensed Software on the contractor's CPU's or any mix thereof.

Outsourcing Company: A company that provides Outsourcing Services under contract to the State.

Performance Bond: A bond given by a surety on behalf of the contractor to ensure the timely and proper (in sole estimation of the State) performance of a contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Pre-Proposal Conference: A meeting scheduled for the purpose of providing clarification regarding a Request for Proposal and related expectations.

Product: A module, a system, or any other software-related item provided by the contractor to the State.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any "Critical Program Error."

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under this contract for use by the State.

Project: The total of all software, documentation, and services to be provided by the contractor under this contract.

Proposal: The executed document submitted by a bidder in response to a Request for Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Protest: A complaint about a governmental action or decision related to a Request for Proposal or the resultant contract, brought by a prospective bidder, a bidder, a contractor, or other interested party to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening proposals, conducted at the time and place specified in the Request for Proposal, and in the presence of anyone who wishes to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the contractor.

Release Date: Date of release of the Request for Proposal to the public for submission of proposal responses. Not to be confused with "Opening Date".

Renewal: Continuance of a contract for an additional term after a formal signing by the parties.

Representative: Includes an agent, an officer of a corporation or association, a trustee, executor or administrator of an estate, or any other person legally empowered to act for another.

Request for Proposal (RFP): All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

Responsible Bidder: A bidder who has the capability in all respects to perform fully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms in all respects to the solicitation document.

Shall: Denotes the imperative, required, compulsory or obligatory.

Should: Indicates an expectation.

Solicitation: The process of notifying prospective bidders or offerors that the State of Nebraska wishes to receive proposals for furnishing services. The process may consist of public advertising, posting notices, or mailing Request for Proposals and/or Request for Proposal announcement letter to prospective bidders, or all of these.

Solicitation Document: Request for Proposal.

Specifications: The information provided by or on behalf of the contractor that fully describes the capabilities and functionality of the Licensed Software as set forth in any material provided by the contractor, including the documentation and User's Manuals described herein.

System: Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the contractor as functioning or being capable of functioning as an entity.

Termination: Occurs when either party pursuant to a power created by agreement or law puts an end to the contract. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Trademark: A distinguishing sign, symbol, mark, word, or arrangement of words in the form of a label or other indication, that is adopted and used by a manufacturer or distributor to designate its particular goods and which no other person has the legal right to use.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that; (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Upgrade: Any improvement or change in the Software that improves or alters its basic function.

Vendor: An actual or potential contractor; a contractor

Will: Denotes the imperative, required, compulsory or obligatory.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Department of Education, is issuing this Request for Proposal, RFP Number 12-449-01 for the purpose of selecting a qualified contractor to provide and operate a computerized information system to support the administration, record keeping and reporting for state student assessment.

A contract resulting from this Request for Proposal will be issued for a period of one (1) year effective July 1, 2013 through June 30, 2014, with the option to renew annually for four (4) additional years thereafter contingent upon satisfactory performance by the contractor.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> and <http://www.education.ne.gov/Assessment/RFP.htm>

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1	Release Request for Proposal	October 24, 2012
2	Last day to submit written questions	November 7, 2012
3	State responds to written questions posted to the Internet at http://www.education.ne.gov/Assessment/RFP.htm and/or http://www.das.state.ne.us/materiel/purchasing/rfp.htm	November 9, 2012
4	Last day to submit "Letter of Intent To Bid"	November 26, 2012
5	Proposal opening Location: Department of Education 301 Centennial Mall South Lincoln, NE 68509	December 19, 2012 2:00 p.m. Central Time
6	Evaluation period	December 19, 2012 – January 28, 2013
7	"Oral Interviews/Presentations and/or Demonstrations" (if required)	February, 2013
8	Post "Letter of Intent to Contract" to Internet at: http://www.education.ne.gov/Assessment/RFP.htm and/or http://www.das.state.ne.us/materiel/purchasing/rfp.htm	March, 2013
9	Contract finalization period	March 2013
10	Contract award	May, 2013 or when State Board approves
11	Contractor start date	July 1, 2013

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the Nebraska Department of Education. The point of contact for the procurement is as follows:

Name: Dr. Valorie Foy
Agency: Nebraska Department of Education
Address: P. O. Box 94987
Lincoln, NE 68509-4987

Telephone: 402.471.6469
Facsimile: 402.471.4311
E-Mail: valorie.foy@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing and operating a computerized information system to support the administration, record keeping and reporting for state student assessment at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

C. COMMUNICATION WITH STATE STAFF

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the contractor, contact regarding this project between potential contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal.

Once a contractor is preliminarily selected, as documented in the intent to contract, that contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations; and
3. state-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

D. NOTIFICATION OF INTENT TO BID

Bidders should hand deliver, return by facsimile, e-mail or delivery by US mail the "Notification of Intent to Bid Form" that accompanies this document (see Form C) to the contact person shown on the cover page of the Request For Proposal Form. This form should be filled out in its entirety and returned no later than the date shown in the Schedule of Events.

It is preferred that Form C, Notification of Intent To Bid, be sent via e-mail to valorie.foy@nebraska.gov, but may be hand delivered, sent via facsimile to 402-471-4311 or delivery by US mail.

A list of vendors who submitted a Notification of Intent to Bid will be provided through an addendum to be posted on the Internet at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> and <http://www.education.ne.gov/Assessment/RFP.htm> on or after the date shown in the Schedule of Events.

E. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the Nebraska Department of Education and clearly marked "RFP Number 12-449-01; Assessment System Questions". It is preferred that questions be sent via e-mail to valorie.foy@nebraska.gov. Questions may also be sent by facsimile to (402) 471-4311, but must include a cover sheet clearly indicating that the transmission is to the attention of the Nebraska Department of Education, Dr. Valorie Foy, showing the total number of pages transmitted, and clearly marked "RFP Number 12-449-01; Assessment System Questions".

Written answers will be provided through an addendum to be posted on the Internet at and/or <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> and <http://www.education.ne.gov/Assessment/RFP.htm> on or before the date shown in the Schedule of Events.

F. PRE-PROPOSAL CONFERENCE
Not applicable.

G. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured

interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

H. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling and review by the State.

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and five (5) copies of the entire proposal should be submitted. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear in Section II part A as specified on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-6469 should be used. The request for proposal number must be included in all correspondence.

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the bid. The separate package must be clearly marked "PROPRIETARY" on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which

if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

I. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time and location shown in the Schedule of Events. Proposals will be available for viewing by those present after the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the opening date.

J. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or any other reason(s).

K. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

L. EVALUATION OF PROPOSALS

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will

conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. The Executive Summary:
 - a. Understanding the State's needs.
 - b. Clear overview of proposed services.
 - c. Understanding of the nature and scope of the work involved.
2. Corporate Overview shall include but is not limited to:
 - a. The ability, capacity and skill of the bidder to deliver and implement the system that meets the requirements of this Request for Proposal.
 - b. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - c. The competency of the professional personnel who will be assigned by the contractor to provide services during the contract. Qualifications of professional personnel will be evaluated by education and relevant experience.
3. Technical Approach:
 - a. Sufficient specificity for the Scope of Work to demonstrate understanding of the requirements and tasks involved.
 - b. Detailed capacity to reasonably meet all requirements within proposed timelines.
 - c. Understanding of the psychometrics of developing and implementing state assessments.
 - d. Efficient communication, management and operation of the system.
 - e. Demonstrates coordination and integration of all of the components of the assessment system.
4. Cost Proposal:
 - a. Costs are clear and sufficiently detailed.
 - b. Costs are reasonable and justified.
 - c. Proposal provides maximum value for least cost.
 - d. Costs are provided for enhancements or optional activities.
5. Overall
 - a. Proposal clearly indicates that bidder has the capacity can meet the requirements within the specified time frame.
 - b. Successful experience providing similar services at a similar scale.
 - c. Evidence of existing customer satisfaction.
 - d. Evidence of responsiveness to state and district needs.
 - e. Overall quality of proposal.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the Internet at:

<http://www.education.ne.gov/Assessment/RFP.htm> and/or
<http://www.das.state.ne.us/materiel/purchasing/rfp.htm>. Evaluation criteria will not be released prior to the proposal opening.

M. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The committee(s) will consist of staff with the appropriate expertise to conduct such proposal

evaluations. Names of the members of the Evaluation Committee(s) will not become public information.

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request For Proposal For Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

N. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. The signed Request For Proposal For Contractual Services form;
2. Executive Summary;
3. Corporate Overview;
4. Technical Approach; and
5. Cost Proposal (submitted separately from other items).

O. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

P. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders are expected to comply with any statutory registration requirements. It is the responsibility of the bidder who is the recipient of an Intent to Award to comply with any statutory registration requirements pertaining to types of business entities (e.g. a foreign or Nebraska corporation, non-resident contractor, limited partnership, or other type of business entity). The bidder who is the recipient of Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its registration certificate, or, in the case registration is not required, to provide the reason as to why none is required. This must be accomplished prior to the award of contract.

Q. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. rejection of a bidder's proposal;
2. suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. TERMS AND CONDITIONS

By signing the "Request For Proposal For Contractual Services" form, the Bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal.

A. GENERAL

Accept
& Initial

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. the signed Request For Proposal form;
2. the original Request for Proposal document;
3. any Request for Proposal addenda and/or amendments to include questions and answers;
4. the contractor's proposal;
5. any contract amendments, in order of significance; and
6. contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) contract amendments with the latest dated amendment having the highest priority, 3) Request for Proposal addenda and/or amendments with the latest dated amendment having the highest priority, 4) the original Request for Proposal, 5) the signed Request For Proposal form, 6) the contractor's proposal.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

Accept
& Initial

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at:

<http://www.education.ne.gov/Assessment/RFP.htm>

and/or <http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

Grievance and protest procedure is available on the Internet at:

<http://www.education.ne.gov/Assessment/RFP.htm>

and/or

<http://www.das.state.ne.us/materiel/purchasing/agency-services-procurement-manual/ProtestGrievanceProcedureForServices.doc>

Any protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

Accept
& Initial

The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

Accept
& Initial

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

Accept
& Initial

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include

compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). Contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the contractor. Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the contractor elects to increase the mandatory deductible amount, the contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

1. WORKERS' COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

Accept
& Initial

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

b. COMMERCIAL GENERAL LIABILITY

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

c. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage	\$1,000,000 combined single limit
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d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance	\$1,000,000 per occurrence
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4. EVIDENCE OF COVERAGE

The Contractor shall furnish the State, prior to the opening date and time specified in the RFP, a certificate of insurance coverage complying with the above requirements, which shall be submitted to the Nebraska Department of Education, PO Box 94987, 301 Centennial Mall South, 6th Floor, Lincoln, NE 68509-4987. These certificates or the cover sheet shall reference the Contract number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

Accept
& Initial

H. INDEPENDENT CONTRACTOR

Accept
& Initial

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

Accept
& Initial

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract, without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

Accept
& Initial

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

In respect to its employees, the contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the contractor's employees, including all insurance required by state law;
3. damages incurred by contractor's employees within the scope of their duties under the contract;

4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept
& Initial

The contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

Accept
& Initial

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

M. PROPOSAL PREPARATION COSTS

Accept
& Initial

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations, or oral presentations, or in any other activity related to bidding on this Request for Proposal.

N. ERRORS AND OMISSIONS

Accept
& Initial

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O. BEGINNING OF WORK

Accept
& Initial

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful contractor. The contractor will be notified in writing when work may begin.

P. ASSIGNMENT BY THE STATE

Accept
& Initial

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q. ASSIGNMENT BY THE CONTRACTOR

Accept
& Initial

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Accept
& Initial

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S. GOVERNING LAW

Accept
& Initial

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES

Accept
& Initial

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING

Accept
& Initial

The contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

V. STATE PROPERTY

Accept
& Initial

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property, normal wear and tear is expected.

W. SITE RULES AND REGULATIONS

Accept
& Initial

The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises. If the contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the contractor.

X. NOTIFICATION

Accept
& Initial

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II, A. Procuring Office and Contact Person of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.
2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the

Accept
& Initial

- contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
 - g. contractor intentionally discloses confidential information;
 - h. contractor has or announces it will discontinue support of the deliverable;
 - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept
& Initial

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

AA. BREACH BY CONTRACTOR

Accept
& Initial

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

BB. ASSURANCES BEFORE BREACH

Accept
& Initial

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. PENALTY

Accept
& Initial

In the event that the contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the contractor, without penalty, until such failure is cured or otherwise adjudicated. Failure to meet the dates stipulated in the contract for the deliverables may result in an assessment of penalty due the State until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

<hr/> Accept & Initial	DD. RETAINAGE The State will withhold 5 percent (%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, the contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the contractor within 45 calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.
	EE. BID BOND A Bid Bond is not required for this proposal
	FF. PERFORMANCE BOND A Performance Bond is not required for this proposal.
<hr/> Accept & Initial	GG. FORCE MAJEURE Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.
<hr/> Accept & Initial	HH. PROHIBITION AGAINST ADVANCE PAYMENT Payments shall not be made until contractual deliverable(s) are received and accepted by the State.
<hr/> Accept & Initial	II. PAYMENT State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.§
<hr/> Accept & Initial	JJ. INVOICES Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

KK. AUDIT REQUIREMENTS

Accept
& Initial

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

LL. TAXES

Accept
& Initial

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

MM. INSPECTION AND APPROVAL

Accept
& Initial

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

NN. CHANGES IN SCOPE/CHANGE ORDERS

Accept
& Initial

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

OO. SEVERABILITY

Accept
& Initial

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

PP. CONFIDENTIALITY

Accept
& Initial

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

QQ. PROPRIETARY INFORMATION

Accept
& Initial

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

RR. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept
& Initial

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit,

or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

SS. PRICES

Accept
& Initial

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, state or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

TT. BEST AND FINAL OFFER

Accept
& Initial

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

UU. ETHICS IN PUBLIC CONTRACTING

Accept
& Initial

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator or employee based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external

influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

VV. INDEMNIFICATION

Accept
& Initial

1. GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the contractor prompt notice in writing of the claim. The contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the contractor has indemnified the State, the contractor shall at the contractor's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the contractor.

WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept
& Initial

Contractor shall review the Nebraska Technology Access Standards, found at http://www.nitc.nebraska.gov/standards/accessibility/accessibility_standards.pdf and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties. It is not anticipated that the assessment system described in this proposal will involve online access to NDE by any persons other than the contractor. If otherwise proposed, Nebraska's educators have access through the NDE Portal.

XX. ANTITRUST

Accept
& Initial

The contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

YY. DISASTER RECOVERY/BACK UP PLAN

Accept
& Initial

The contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

ZZ. TIME IS OF THE ESSENCE

Accept
& Initial

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

AAA. RECYCLING

Accept
& Initial

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

BBB. DRUG POLICY

Accept
& Initial

Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

CCC. NEW EMPLOYEE WORK ELIGIBILITY STATUS

Accept
& Initial

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

DDD. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept
& Initial

The contractor, by signature to this RFP, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

Project description and scope of work is provided in the introduction to the Technical Approach in Section V, Number 4 below.

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions:

A. TECHNICAL PROPOSAL

The Technical Proposal shall consist of four (4) sections:

1. SIGNED "State of Nebraska Request For Proposal For Contractual Services" form;
2. Executive Summary;
3. Corporate Overview; and
4. Technical Approach.

1. REQUEST FOR PROPOSAL FORM

By signing the "Request For Proposal For Contractual Services" form (front cover of this document), the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal and certifies bidder maintains a drug free work place environment.

The Request For Proposal For Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

2. EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the solution being proposed by the bidder in such a way as to provide the Evaluation Committee with a broad understanding of the Contractor's Technical Proposal.

Bidders must present their understanding of the problems being addressed by implementing a new system, the objectives and intended results of the project, and the scope of work. Bidders shall summarize how their Technical Proposal meets the requirements of the Request for Proposal, and why they are best qualified to perform the work required herein.

3. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership,

proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business, whether the name and form of organization has changed since first organized, and Federal Employer Identification Number and/or Social Security Number.

b. FINANCIAL STATEMENTS

The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past twenty-four (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:

- a) the time period of the project;
- b) the scheduled and actual completion dates;
- c) the contractor's responsibilities;
- d) for reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address); and
- e) each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as

well as the actual (or currently planned) completion date and actual (or currently planned) budget.

Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.

If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the contractors above. In addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified. (See Section A. Project Management and Support under the Technical Approach below.)

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

j. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:

name, address and telephone number of the subcontractor(s);
specific tasks for each subcontractor(s);
percentage of performance hours intended for each subcontract; and
total percentage of subcontractor(s) performance hours.

4. TECHNICAL APPROACH

INTRODUCTION AND CONTEXT

PROJECT OVERVIEW

The Nebraska Department of Education (NDE) is seeking a qualified contractor to provide and operate a computerized information system to support the administration, record keeping and reporting for state student assessment. This system includes the Nebraska State Accountability (NeSA) regular assessments in Reading, Writing, Mathematics and Science and alternate assessments in Reading, Mathematics and Science and a formative assessment system called Check 4 Learning (C4L) for Reading, Mathematics, and Science. NeSA-Writing has been a separate contract but will be incorporated into this contract. The current (2012-13) contract for NeSA Reading, Mathematics, Science and Check 4 Learning is approximately 5 million dollars and the current NeSA Writing contract is approximately 1 million dollars. NDE anticipates a reduction in cost by combining contracts.

Nebraska Revised Statute 79-760.03 requires a statewide assessment in each content area of Writing, Reading, Mathematics, and Science in Nebraska's K-12 public schools against the Nebraska academic content standards. This law can be found at:

<http://nebraskalegislature.gov/laws/statutes.php?statute=s7907060003>.

The tests are currently administered to students in the following grades:

Reading: Grades 3 through 8 and 11

Mathematics: Grades 3 through 8 and 11

Science: Grades 5, 8 and 11

Writing: Grades 4, 8 and 11

The law requires the assessments to be criterion referenced assessments. The prompts for Writing and test items currently used on the tests are Nebraska teacher created. The State intends to use the expertise and experience of the educators in the State to participate, to the maximum extent possible, in the maintenance and improvement of the statewide assessments. The assessment system is known as NeSA (Nebraska State Accountability) with NeSA-R for Reading, NeSA-M for Mathematics and NeSA-S for Science and NeSA-W for Writing. The assessment system also allows for alternate assessments for a small percentage of the most severely challenged students having cognitive disabilities. The alternate assessments are referred to as NeSA-AAR for Alternate Reading, NeSA-AAM for Alternate Mathematics and NeSA-AAS for Alternate Science assessments. Currently there is no statewide alternate assessment for Writing. (A chart detailing the assessments is provided in Appendix A at the end of this document.)

The law also requires a review and/or update to the content standards every five years. The review for Reading will begin in 2013 with the other subject areas in the following years. Updates may require significant changes to the NeSA assessments. Lastly, as a requirement of accreditation, districts must administer national norm-referenced tests (NRT). Local assessments and norm-referenced testing are not part of this proposal request.

The system must provide for online as well as comparable paper/pencil versions of all NeSA regular tests. Students with special circumstances such as Special Education or English Language Learners are allowed to take the tests paper/pencil. The alternate tests for NeSA-AAR, NeSA-AAM and NeSA-AAS are only administered paper/pencil. NeSA-Writing is a scannable paper/pencil test at grade 4, but online for grades 8 and 11.

The NDE is concerned about the accessibility of the common assessments to English Language Learners (ELL). To meet state and federal inclusion requirements, all assessments will be administered to students with different levels of English fluency – from students with limited fluency to those students transitioning from ELL supports to the regular classroom. The latest count of all ELL students is 7,897 ELL students in grades 3 through 8 and 520 ELL students in grade 11.

Approximately 80% of the ELL students are Spanish speaking. All NeSA regular assessments are provided in Spanish. Other accommodations for ELL students are an optional item.

Currently, NeSA-Writing is administered in a window from the last week in January to mid-February. NeSA Reading, Mathematics and Science (regular and alternate) are administered in the six-week period from the last week in March to the first week in May. Districts are allowed to select times and schedule their testing during this window.

NeSA Reading, Mathematics and Science tests consist of between 50 and 70 multiple choice test items on the Nebraska standards and indicators (subscores). Student performance at the indicator level is reported to districts and, in aggregated format, to the public on the State of the School Report (SOSR), Nebraska's report card. NeSA alternate assessments consist of between 33 and 38 multiple choice test items. Nebraska is considering in adding performance test items to these assessments. The grade 8 and 11 NeSA Writing assessments are online and administered in one session. Grade 4 Writing is currently a two-day paper/pencil assessment that may be moved to online in the future.

The system will include a NeSA item bank with items developed and supplied by NDE for regular and alternate assessments. The item bank is currently populated with items for Reading, Mathematics, and Science, with additional items being written and field tested each year. The NeSA system field tests items are embedded in the operational test on an ongoing basis for both the regular and alternate assessments. NDE will provide a complete Table of Specifications for all subject areas for guiding test form development each year. An annual supply of ten (10) Reading passages per grade must be provided by the Contractor and NDE will select the ones to be used for field testing. NDE supplies the prompts for NeSA Writing and the rubrics for analytic scoring. A new Contractor must address the issue of converting current test items to their system from the current alternate and regular NeSA item bank.

Within the NeSA system, regular assessments have a practice test for each subject area. The practice tests are available online and copies posted online for paper/pencil format. Practice tests for the alternate assessments are provided in the paper/pencil format and copies are posted online for districts to access. There are online Writing practice tests for grades 8 and 11, but not grade 4. Since the practice tests are accessible by the general public, Nebraska considers the items in the practice tests as released items.

The Contractor is responsible for conducting all analyses necessary to report student, school, district, and state results from the assessment system and to ensure that tests meet the standards of technical quality. During each year of the contract, the Contractor will conduct analyses necessary to support test development for test items developed by the NDE, test construction, scoring, and standard-setting and validation activities. In addition, the Contractor will conduct secondary analyses related to security, data interpretation, policy formation, and administrative planning.

The assessment results are reported at multiple levels to the state, districts, schools and Individual Student Reports (ISR) are provided to districts to distribute to parents/guardians.

During the 2011-12 school year, the Department of Education and 177 districts across the State, established the Check 4 Learning (C4L) formative assessment system. Districts electing to join the C4L must commit staff time and expertise to developing the test items aligned with standards and at grade levels that are tested by NeSA for a separate C4L item bank. Teachers in member schools use the item bank to create tests to inform instruction and measure progress. C4L delivers multiple choice assessments in Reading, Mathematics and Science. In the 2011-12 school year, 135,000 tests or quizzes were given that were drawn from the over 5,000 test items in the C4L system. Check 4

Learning operates independently of the NeSA assessment system but it uses the same software and testing engine so that there is a “common look and feel” for staff and students. The requirements for Check 4 Learning are provided as a separate section in the Technical Approach, unless so noted.

The development of assessment systems in Nebraska has always included the participation of stakeholders and advisory groups. The law added a governor-appointed Technical Advisory Committee having three nationally recognized experts in assessment and measurements, one local administrator and one teacher from Nebraska. This Technical Advisory Committee reviews the development of the state assessment system.

PROJECT ENVIRONMENT

Nebraska has approximately 150,000 students in grades 3 through 8 and one grade in high school in 249 districts and five state operated schools. In this proposal, the term “district” encompasses both types of schools. The districts range in size from around 100 students in the smallest to the largest district of over 49,000 students. Nebraska is primarily a rural agricultural state with the majority of the population and students located in the metropolitan areas along the eastern edge of the State. Additional information about Nebraska’s districts, schools and students, including enrollment data by grade level, can be found on the State of the Schools Report (SOSR) on the Department’s homepage at: <http://www.education.ne.gov/>

Grade	Years			
	2001-2002	2006-2007	2010-2011	2011-2012
PK	4,541	6,933	12,724	12,922
K	20,197	22,080	23,446	23,795
1	20,120	21,452	23,141	22,951
2	20,078	20,880	22,399	23,100
3	20,665	20,449	22,162	22,428
4	21,148	20,338	21,899	22,279
5	21,529	20,402	21,684	21,948
6	22,223	20,618	21,105	21,738
7	21,725	20,993	20,992	21,238
8	21,708	21,604	20,865	21,102
9	23,744	24,411	22,517	21,906
10	22,629	23,233	21,861	21,916
11	21,941	22,376	21,296	21,419
12	21,487	21,366	22,082	22,199
Total	283,735	287,135	298,177	300,941

Grade	Student Counts 2011-2012 Test Year for Mathematics				
	ELL	SPED	Alternate	Braille	Large Print
3	1,973	3,205	277	2	22
4	1,895	3,440	285	5	23

5	1,495	3,272	312	1	24
6	1,082	3,066	302	3	16
7	800	2,803	286	5	19
8	652	2,757	311	4	16
11	520	2,251	275	1	16
Total	8,417	20,794	2,048	21	133

INCLUSIVENESS OF ASSESSMENTS

The NDE is committed to the principle that the statewide assessment must be accessible to all students. Therefore, the proposal must reflect an understanding of and commitment to this principle throughout the field-testing, test form construction, administration, and reporting processes. In particular, the proposal must address the principles of Universal Design as articulated in materials developed by the National Center for Educational Outcomes at the University of Minnesota (NCEO) and available at: <http://www.cehd.umn.edu/NCEO/TopicAreas/UnivDesign/UnivDesignTopic.htm>

DATA

The 2007-08 school year was the initial year of implementation of an individual student and staff record system known as the Nebraska Student and Staff Record System (NSSRS at: <http://www.education.ne.gov/nssrs/>). Since 2006-07, each student has been assigned an NDE Student ID as a component of the NSSRS. It is the official source of all student and staff information for the NDE and warehouse for all longitudinal assessment data. It is used to create the State's report card which is found at: <http://reportcard.education.ne.gov/20102011/Main/Home.aspx> and to calculate the Adequate Yearly Progress (AYP) decisions for the schools and districts.

The NDE Student ID is used to link demographic data in the Nebraska Student and Staff Record System (NSSRS) with the assessment results. NDE will provide a complete set of demographic data for each student at the point-of-time-for assessments to be used for reporting and analyses.

The system must provide a web-based secure access management system for data. Data, including classroom, school and district reports as well as individual student results and accompanying demographics, must be made available to districts and NDE to download.

TECHNOLOGY

Nebraska districts/schools have been completing multiple assessments online since 2009 in a secure testing environment. Starting in 2012-13, all assessments must be online except NeSA-Writing in Grade 4, the alternate assessments, and assessments to accommodate students with an identified need for paper testing such as English Language Learners, Section 504, or Special Education. In the future, Nebraska is very interested in adding online testing on tablets. The Contractor will need to provide a secure online solution that is compatible with multiple operating systems to include: Windows XP to current, Mac OS 10.4 to current, Linux, and Chrome OS. The contractor will need to annually evaluate district capacity for access and local cache storage needed for the larger districts.

The NDE is committed to the use of technology to facilitate the efficiency and accessibility of the assessments. Throughout their response, the Contractor should provide specific examples of how technology will be applied to support the assessment system including meeting the requirements of accessibility in Section 508 (29 U.S.C. 794d) of the Rehabilitation Act as amended in 1998. (<http://www.access-board.gov/sec508/guide/act.htm>)

QUALITY WORK

The quality of all work and materials produced by the Contractor is critical to the successful completion of the NeSA. Consequently, there is no single 'quality control' task included in the Technical Approach for this RFP. Throughout their response, the Contractor must provide evidence and descriptions of the methods and procedures they use to ensure the quality and security of their work.

Additionally, technical documentation is a critical requirement to verify the quality of work and provide evidence for the validity of the assessment system. In addition to the technical reports and publications specifically described in this RFP, the Contractor is expected to provide appropriate technical documentation for tasks such as test construction, scoring, etc. on an ongoing basis.

All electronic and hard copy materials developed for this project, including test items not used on operational test forms, are the sole property of the NDE and will not be copyrighted, resold, or reused by the contractor.

Each of the following requirements of the Technical Approach must be addressed and in the order and as numbered below. Headings and subheadings indicate the components of the assessment system to be included. Contractors may also wish to propose alternative or additional tasks that they feel would improve the efficiency of the project and/or quality of the materials produced for the project. Additional or optional tasks or activities should be identified and included as a separate item in the budget.

A. Project Management and Support

- 1. Management Team for All Assessments including Check 4 Learning (C4L)**
 - a. Project Director – The Contractor will appoint a single project director who oversees the management of the project and serves as the primary point of contact with the NDE project director and management team.
 - b. Project Manager(s) – The Contractor will appoint one or more project managers who will serve as the primary point of contact with NDE.
 - c. Management Meetings – The Contractor will support regularly scheduled weekly management meetings, video conferences, or conference calls with the NDE project management team.
 - d. Management Reports – The Contractor will provide the following reports:
 - a) Weekly written project status reports
 - b) Monthly Budget Update reports
 - c) Annual project plan and timelines
 - d) Minutes of all meetings and conference calls
- 2. Psychometric Support for All Assessments excluding Check 4 Learning (C4L)**

The Contractor shall provide for the direct involvement of a qualified psychometrician with sufficient time to ensure technical quality for regular assessments of Reading, Mathematics, Science, and Writing and alternate assessments for Reading, Mathematics, and Science such as:

 - a. Item and assessment formatting appropriate to both online and paper/pencil administration.

- b. Item and test forms for field testing and equating multiple forms including embedded items.
- c. Appropriate reliability calculation.
- d. Appropriate cut-score processes as needed.
- e. Alignment of items and test forms with the Table of Specifications supplied by NDE.
- f. Inclusion of item statistics in the item banks for alternate and general assessments.
- g. Converting composite scores to scaled scores for NeSA-Writing.
- h. Post grading analysis of Writing results with time and scores equated.

3. Technical and Policy Support for All Assessments

- a. The Contractor shall attend semi-annual one-day meetings of the NDE Technical Advisory Committee (TAC) as requested. The proposal budget may include costs for attendance at the meeting of up to three staff such as the project director, project lead psychometrician, and one additional staff member.
- b. The Contractor may attend selected meetings of the state technical committee and state assessment advisory group upon request up to two times per year. Costs should be included for the project director and psychometrician to attend at least two meetings a year.

4. Training for District Personnel

- a. The Contractor and NDE Staff will provide training in
 - 1. Test administration – one month prior to the testing window for NeSA-Writing.
 - 2. Test Administration - NeSA regular and alternate assessment in Reading, Mathematics and Science.
 - 3. Reporting – one month prior to the release of results.
 - 4. Check 4 Learning – by November or date agreed upon by NDE.
 - 5. Enrollment for ordering tests.
- b. The above identified training can be provided through workshops or web-exes. Costs should be provided separately for workshops and for web-exes.
 - 1. Workshop costs should include on-site registration, materials and facility costs (average cost of \$500) for a minimum of 10 half-day workshops held across the state for at least 75 attendees for each of the four (above) required trainings. NDE will cover any other costs associated with on-site workshops.

5. Online Support

- a. The Contractor will provide toll-free telephone support to schools throughout the school year for NeSA assessments and Check 4 Learning. The proposal should discuss options for staffing the support center, training support personnel, and duration of support during peak usage times such as prior to and throughout the NeSA testing windows. The proposal must also discuss procedures for ensuring that efficient service is provided in the event of a breakdown in telephone service.

- b. The Contractor provides NDE with reports analyzing use of customer support services.

6. Technology for All Assessments including C4L

a. Online Assessment Security

Proposals must include a detailed description of the methods that will be used to ensure the security of the online assessments.

b. District Capacity

The proposal must describe a procedure and timeline for evaluating district capacity for online assessments including local storing (cache) for large districts.

c. Online Assessments

Online assessments should maximize the use of technology while facilitating ease of use by students of all levels. The proposal should describe appropriate testing tools such as:

- i. Audio capacity with text-to-speech synthesizing capabilities for appropriate accommodations and/or to provide directions/instructions.
- ii. Font size, contrast, and coloration that is adaptable for students with special needs or age appropriateness.
- iii. Assessment items, like Reading passages, should use a split screen so as to keep the passage visible while moving through the items.
- iv. Acceptable range of screen resolutions.
- v. Keep the need to scroll down or to the right to a minimum.
- vi. Capability to mark an item for rechecking before finishing the test.
- vii. Notification if students attempt to exit the test if items are incomplete or marked for rechecking.
- viii. A visual indication of the items selected.
- ix. Capability to reactivate a test if needed for incomplete tests.
- x. In the possibility of a break in a testing session, the system should minimize loss of student responses.
- xi. Dictionary and thesaurus for online writing appropriate to the age group of students.

c. Tutorial

The proposal should include a tutorial in each subject area to allow students to learn how to use the online assessment system.

d. District Access to NeSA Assessment Information

The system must have a secure access web-based system for district administrators and District Assessment Contacts (DAC) to verify information such as enrollment by grade/school, and to collect or confirm information provided by the state such as contact information of district personnel and grade configurations. The system should have appropriate levels for viewing and changing information and must have appropriate security. Changes made to information in the system should have confirmation notices sent to the responsible party in the school/district and NDE. The system must be accessible by the appropriate NDE staff. The proposal must describe how these requirements can be met. NOTE: The C4L system also requires a secure access web-based system which may be separate from this one because C4L

is accessed by classroom teachers as well as administrators. See Section below on Check 4 Learning.

e. Assessments on tablets

When the technology becomes available, Nebraska wants the assessments to be securely accessible on tablets. For the present, the system must have an online solution that is compatible with multiple operating systems to include: Windows XP to current, Mac OS 10.4 to current, Linux, Chrome OS. Costs for providing assessments on tablets should be included under Options.

f. Data

All assessments, including Check 4 Learning, must use the NDE Student ID as the link for demographic data in the Nebraska Student and Staff Record System (NSSRS) and assessment results. The NSSRS is the official source of all student and staff information for the NDE and it maintains the longitudinal data on all students and all assessments. NDE will provide a complete set of demographic data for each student at the point-of-time of assessment. The proposal should describe the process and security measures used for data transfer to and from NSSRS. The proposal should describe a process that can be used to link online assessments to the appropriate student information via the NDE Student ID.

g. Software Updates/maintenance

Any software updates and maintenance to the assessment system should be kept to a minimum, preferably once a year, to ease the burden on districts.

7. Accessibility and Design

- a. The NDE is committed to the use of technology to facilitate the efficiency and accessibility of the assessments. The proposal should include specific examples of how technology will be applied to support the assessment system including meeting the requirements of accessibility in Section 508 (29 U.S.C. 794d) of the Rehabilitation Act as amended in 1998. (<http://www.access-board.gov/sec508/guide/act.htm>)
- b. The proposal must address the principles of Universal Design as articulated in materials developed by the National Center for Educational Outcomes at the University of Minnesota (NCEO) and available at: <http://www.cehd.umn.edu/NCEO/TopicAreas/UnivDesign/UnivDesignTopic.htm>

B. Assessment Development

1. Tests for NeSA Regular and Alternate Assessments

- a. NDE will provide 50 to 60 multiple choice test items per grade level per subject tested for NeSA regular assessments and 16 to 18 multiple choice test items per grade level per subject for alternate assessments in Reading, Mathematics and Science to create new forms annually.
 - a) The proposal should include the costs of the Contractor assistance in editing of test items.

- b) Nebraska would consider proposals that include Contractor supplied test items. If including this option, the cost per test item must be identified.
 - c) A new Contractor must address converting current test items to their system including any costs.
- b. The proposal budget should include a minimum of ten (10) Reading passages per grade each year supplied by the vendor. NDE will select and pay only for passages used. The proposal must include the cost per passage as well as the total cost. The proposal must identify if passages are purchased or original (vendor developed). The Contractor is responsible for securing all permissions and copyrights for the passages.
- c. The proposal budget shall include costs for providing Spanish versions of online and paper/pencil tests developed from these items for regular assessments in Mathematics, Science and for Reading questions and directions (no passages). It shall include an auditory version (CD) of the translated Spanish paper/pencil test.
- d. NDE will provide the NeSA-Writing prompts. The proposal budget shall include costs for providing Spanish versions of the tests and prompts for all paper/pencil tests in grades 4, 8 and 11, including an auditory version (CD) of the translated Spanish paper/pencil test.
- e. Items to be field tested are to be embedded in the annual assessments for both regular and alternate assessments. The proposal must describe a process for field testing items.
- f. The proposal should describe a process for annually field testing of Writing prompts using Nebraska students.
- g. The system must provide a practice test for each subject and grade level. Practice tests should be available online and in paper/pencil format. Paper/pencil practice tests should be made available via a website or download procedure. There is a practice test for the online NeSA-Writing in grades 8 and 11. The proposal should describe the process for meeting these requirements.
- h. NDE will provide a complete Table of Specifications for all subject areas. The proposal shall describe a process for ensuring that all test items are linked to the Table of Specifications.
- i. The proposal should include a cost for vendor supplied Writing prompts as an option.
- j. Nebraska is considering adding constructed response/ performance items to their assessments. The proposal should include a cost, as an option, for adding items in Reading, Mathematics and Science.

2. Item Bank for NeSA Regular and Alternate Assessments excluding Writing

- a. The Contractor will accept, from NDE, items and tasks for the item bank. The Contractor's system must be able to accept the items from the current item

bank. The proposal must identify the format for accepting test items and tasks. The proposal must describe a process to ensure that all assessments generated from the item bank are field tested, equated, and validated either individually or as part of a single test.

- b. The system must provide NDE electronic access to each item (text and graphics) as well as pertinent information for each item, including history (placement, item statistics for all administrations of the item, editing, and context). The proposal should describe the process for meeting these requirements.

3. Paper/pencil Assessments for NeSA Regular and Alternate Assessments

Paper/pencil assessments of regular NeSA Reading, Writing at grades 8 and 11, Mathematics, and Science will be provided only for students with accommodations as English Language Learners or as identified on an Individual Education Plan (IEP). All NeSA Writing at Grade 4 is paper/pencil. All NeSA-Alternate Reading, Mathematics, and Science are paper booklets. See chart in the Introduction for numbers of students in each of these categories.

- a. The format and layout of the paper/pencil test booklets will meet the requirements of a style guide agreed to by the NDE and Contractor. The proposal budget should include costs to support a one-day style guide meeting in NDE. A central component of the style guide will be the application of “universal design” principles and procedures in areas such as the design and layout of the booklet, use of graphics, and format of directions to ensure access by the broadest possible population of students. The proposal must address methods and procedures used to inform test booklet design for multiple-choice assessments and for Writing at grade 4. Costs in the budget should be provided for all black/white tests and instructions with a color coded covers. Use of colors within the assessments may be included as an optional cost.

4. Content of Test Forms for NeSA Regular and Alternate Assessments

- a. The Contractor will support meetings in NDE of the NDE management team and the Contractor to select items to be included on test forms for both the NeSA regular and alternate assessments in Reading, Mathematics and Science. The proposal budget should include costs to support meetings in NDE for each subject area for regular and alternate assessments.
- b. The budget should include costs to develop an operational form per year per subject. NDE agrees to use of a previous year’s test instead of developing a breach form.
- c. The selection and ordering of items on the test forms will be based on appropriate psychometric procedures and will meet the requirements of the Table of Specifications supplied by NDE. The proposal must include a description of the proposed process for item selection. The NDE will have final approval of the selection of items and test forms.
- d. The proposal must describe an efficient procedure for cycles of item and test form review.

5. Test Schedule for All Assessments Including Writing and excluding C4L

- a. The proposal shall propose a schedule for conducting the NeSA assessments in Reading, Writing, Mathematics and Science and NeSA-Alternate Reading, Mathematics, and Science. Final approval of the schedule will be determined by the Contractor and the NDE.

c. Delivery of Assessments – All Assessments Excluding C4L

1. Preparation

- a. NDE will provide the contact information for a District Assessment Coordinator (DAC) for each district. NDE will provide an updated database of districts, schools, and grade level counts. The proposal should identify the roles and responsibilities for district staff needed for implementing both paper/pencil and online assessments. These might include test coordinator, test administrator, technology coordinator, etc.

2. Student Identification and Tracking

- a. The NDE will provide the Contractor with data files containing the NDE Student ID, demographic, grade level, school and program information prior to the assessments on a date agreed to by both the parties.
 - i. For paper/pencil tests, the contractor will use this information to produce student identification labels for Writing Grade 4 and NeSA alternate that will be affixed to student answer booklets during testing. All other paper/pencil assessments need school and student labels to identify specific information about the student so that the results can be linked to the student. The proposal budget must include costs for producing labels for paper/pencil tests.
 - ii. For online assessments, the Contractor will use this information to ensure appropriate student access and tracking of student results. The proposal should discuss methods that will be used to link online assessments to the appropriate student information via the NDE Student ID and identify any costs.

3. Paper/Pencil Tests

- a. The proposal will describe a system for schools to order special test materials (e.g., large-print, Braille) and counts of paper/pencil needs prior to testing.
- b. The Contractor will produce large-print versions of test booklets and related test materials (one test form per grade level). The proposal should comment on the research and best practice for providing accommodations for visually impaired students, particularly the issue of multiple sizes of large-print versions. The proposal should budget for the production of large-print materials using the counts provided in the Introduction to this Technical Approach.
- c. The Contractor will produce contracted and non-contracted Braille versions of test booklets and related test materials (one test form per grade level). The proposal should budget for the production of Braille materials using the counts provided in the Introduction to this Technical Approach.

- d. All student answer document images, student answer documents, and actual student booklets shall be disposed of during the first two weeks of January of the year following the testing. The budget should reflect any costs associated with storage and disposal of documents.

4. Ancillary Materials

1. The following ancillary materials will be produced for all online and paper/pencil NeSA tests, including NeSA Writing. The proposal should discuss the type of information included in manuals, the type and use of shipping labels and control forms, etc. Web-based versions of all ancillary materials should be available for posting on the NDE websites. The following materials are needed:
 - a. A Principal/Test Coordinator manual for each test administration. A common manual will be produced for all grades. A single printed manual will be shipped to each district and school and copies of the manual will be distributed at the administration workshops. The manual should also be accessible online.
 - b. A unique Test Administrator manual for each grade level test.
 - c. All forms and labels necessary for the efficient and secure shipment and receipt of printed materials.
 - d. All control/processing forms necessary for the administration of the tests.
 - e. All sign-off forms necessary to ensure the security of the test materials including a form to collect principal certification of proper test administration.
2. Each year the Contractor will provide up to three reports related to the tests on issues such as test design, administration, interpretation/use of results, scoring, and validity/reliability. The intended audience for these reports will be educators or the general public. The NDE will determine the topics for each report. These reports will be delivered according to a mutually agreed upon date, and will be provided to NDE in electronic format for posting online.

D. Test Administration for All Assessments Except C4L

1. Online Administration

The proposal should identify the process or method(s) used to:

- a. Authorize and authenticate users including students, teachers, test administrators, and test coordinators at a minimum plus any other designated district personnel proposed by the contractor.
- b. Ensure student confidentiality during assessment.
- c. Allow for students to split sessions and resume assessments with teacher authorization.
- d. Limit access to other online sites during test administration.
- e. Allow districts to edit student identification, school location, student demographics (date of birth, gender, race/ethnicity, LEP/ELL eligible, special education/IEP), not tested codes, alternate assessment,

Spanish assessment, accommodations – IEP/504, and linguistic support- ELL during test administration.

- f. Permit test administrators to monitor test progress for students.
- g. Enable secure printing of the student Writing responses by district test administration of online NeSA Writing assessments.

- 2. The Contractor shall keep a log of complaints and issues, how they were resolved, and an indication of customer satisfaction. The log shall be viewable by the NDE on demand. The proposal should include a description of options for creating a log that includes the use of technology.

3. Shipping Requirements for all paper/pencil assessments including NeSA Writing at Grade 4

- a. The proposal must describe the shipping method, Contractor, and process that will be used. The method must:
 - a. Ship test materials directly to schools and notify the District Assessment Contact (DAC) of the shipment. Test materials must arrive in districts in a two-day window 10-15 working days before the first day of testing.
 - b. Have a process for communicating with the schools regarding shipping/receiving. Schools should be able to track shipments online.
 - c. The NDE must be notified of shipment/delivery of all materials and provided updates on the status of undelivered materials.
- b. The proposal must include a description of procedures to deliver additional materials in a manner that does not delay test administration to schools that receive incomplete shipments or do not receive shipments.
- c. The Contractor shall keep a log of complaints and issues, how they were resolved, and an indication of customer satisfaction. The log shall be viewable by the NDE on demand. The proposal should include a description of options for creating a log that includes the use of technology.
- d. The Contractor will pay for the return shipment of testing materials from the schools. Schools will ship all secure materials directly to the Contractor following testing. Schools will be able to track shipments online. The proposal must describe the proposed method of shipping.
 - i. The Contractor must account for the return of all secure testing materials. The proposal must include a description of methods and procedures used to track shipments from schools and follow-up with schools that have not returned materials.
 - ii. The Contractor must notify NDE of the status of the return of all secure test materials. The proposal must include a description of the procedures used to gather information and anticipated timeline for providing the information. The proposal must describe the procedures that will be followed when materials are not returned.

E. Scanning/Imaging for Paper/pencil Assessments including NeSA Writing at Grade 4

- a. The Contractor is responsible for the efficient, accurate, and reliable scanning and/or imaging of all student responses and any student demographic information provided by the student and/or school principal for paper/pencil assessments. In addition, the Contractor is responsible for scanning or imaging all ancillary materials, as appropriate. The proposal must provide details regarding the accuracy and reliability of the scanning technology system including descriptions of:
 - i. Programs have been prepared to accurately scan and image all test materials.
 - ii. Scanning database is error-free and contains valid responses in all fields.
 - iii. Reports describing any materials that could not be scanned due to damage caused by the school, contractor or other reasons.
- b. The proposal shall include a cost for districts to request scanned essays of Grade 4 tests.

F. Scoring for All Assessments except C4L

1. NeSA regular and alternate assessments

- a. The proposal must include a description of the methods used to ensure and verify that the proper key has been used to score multiple-choice items for paper/pencil tests.
- b. The proposal must include a description of the methods used to merge online and results from paper/pencil assessments.
- c. The Contractor will provide a report documenting irregular responses such as blank answer documents, excessive item non-response, and excessive multiple marks at the district and school levels. The NDE and Contractor will determine levels of excessive non-response and multiple marks, and other indicators of irregular response. The proposal must describe how this requirement will be met.

2. Scoring for NeSA Writing

- a. The proposal shall provide a procedure for scoring the NeSA-Writing assessments that are online for grades 8 and 11 and paper/pencil for grade 4. The process must include, at a minimum, the
 - a) Steps to ensure reliability of scoring and confidentiality of student information,
 - b) Re-grading on invalid scores at scoring sessions,
 - c) Spanish versions will be scored by fluent Spanish speakers,
 - d) Training for scorers,
 - e) The selection process and the qualifications of the scorers (BA required), and
 - f) Range finding.

- g) NDE will provide the rubric for analytical scoring at grades 4, 8 and 11.
- b. Range Finding for scoring Writing will be conducted in Lincoln, Nebraska using Nebraska educators in conjunction with NDE staff. The proposal should describe the process used to meet this requirement. The Contractor will be responsible for the cost of their staff attending the six days of workshops. NDE will cover all other costs.
- c. District score verification of Writing scores will be conducted by NDE staff using Nebraska educators. The Contractor will budget for one-day workshop in Lincoln, Nebraska, for score verification.
- d. As an option, the proposal may include using artificial intelligence for scoring.

G. Analysis for All Assessments except C4L

1. Calibration and Scaling

- a. The Contractor will calibrate test items using an appropriate item-response theory (IRT) model(s). The proposal must include a discussion of the benefits of the proposed IRT model, its appropriateness for the tests, and indicate which software will be used.
- b. The Contractor will translate student composite or total scores to a reporting scale developed for each subject area and grade level test, including NeSA Writing. The proposal must discuss methods for creating a reporting score scale consistent with the reporting requirements.
- c. The system must provide a method to report subscore results at the concept level at the school, district, and state levels. The proposal must include a description of the proposed method and a rationale for its use.

2. Equating

- a. The Contractor will design and conduct analyses required to equate the tests from year to year at each grade level for each subject area (Reading, Mathematics, and Science). The proposal must describe the proposed method for equating the tests and provide a rationale for the proposed method. A new Contractor must address equating current tests with newly developed tests.
- b. The Contractor will design and conduct analyses required to calibrate and equate test items across test forms within a single year. The proposal must demonstrate an understanding of the test design and describe the method proposed for accomplishing this task.

3. Item Evaluation for NeSA regular and alternate

- a. The Contractor will produce item statistics for all field test items. The proposal must include a description of the item statistics that should be generated to assist in the evaluation of field test items including a discussion of the appropriate statistics for multiple-choice items.

- b. The Contractor will produce item statistics for all operational items. The proposal must include a description of the item statistics that should be generated to assist in the evaluation of these items including a discussion of the appropriate statistics for multiple-choice items.

4. Test Construction

The Contractor will conduct analyses to support the construction of technically sound test forms. The proposal must include a description of the types of analyses that will be conducted and how the results of those analyses will be disseminated and used by appropriate state and contractor staff to assist in test construction. Testing errors caused by the contractor shall be corrected by the Contractor at no extra cost.

5. Scoring

In addition to the analyses conducted during scoring (above) to monitor the scoring process, the Contractor will conduct additional analyses after scoring to verify the accuracy of scoring. The proposal must include a description of the types of analyses that will be conducted and how the results of those analyses will be disseminated and used.

6. Reporting

The Contractor will design and conduct all analyses necessary to produce student, school, district, and state results and other information included in published reports of results. The proposal must include a description of the types of analyses that will be conducted and how the results of those analyses will be provided to NDE.

7. Data Analysis

The Contractor will provide annual analyses, including but not limited to

- i. Identifying problems and inconsistencies such as duplicate records, missing data, etc. so that NDE can work with districts to resolve problems.
- ii. Test-taking time compared to results, and
- iii. A process analysis to identify ways to provide results more efficiently and effectively.

8. Data Forensics

As a component of the overall security for the assessment system, the proposal should include a description of appropriate methods proposed for analyzing data to identify inconsistencies and problems for both online and paper/pencil tests and to include a security incident response plan.

H. Reporting for All Assessments Except C4L

The Contractor is responsible for the reporting of results from all assessments on a timeline jointly developed prior to July 1st of the preceding year to facilitate project planning through the establishment of intermediate milestones that include, but are not limited to, a) the completion of scoring and processing, b) the development, review, and approval of reporting specifications, and report shells, c) the review and approval of equating procedures and analyses, d) the delivery, review, and approval of preliminary data files, and e) the delivery, review, and approval of sample reports. Reports must include results from the alternate

assessments and NeSA-Writing. Penalties for failing to meet final reporting dates and intermediate milestones will be negotiated in the contract.

1. Reporting of Results

- a.** The Contractor will provide the reports listed below for each test. All reports of results must be available in an electronic file for downloading and delivered in web-based format in addition to the paper/pencil versions of the Individual Student Reports (below). The proposal must include a detailed description of a proposed method for web-based reporting that provides easy access to results while ensuring security and confidentiality. The web-based reporting system must enable NDE access to all district and school reports and district access to appropriate school reports that, at a minimum, include:

 - a. Individual Student Reports for parents/guardians containing achievement performance level results for all tests. (Two paper copies per student and digital versions so districts can print additional copies if desired).
 - b. School Report Package containing whole school aggregated and disaggregated achievement level results and subscore results as specified by NDE. School reports shall also include, at a minimum, district and state comparisons.
 - c. District Report Package containing whole district aggregated and disaggregated achievement level results and subscore results as specified by NDE. District reports shall also include, at a minimum, state comparisons.
 - d. State Report Package containing statewide aggregated and disaggregated achievement level results and subscore results as specified in the Table of Specifications to be supplied by NDE.
 - e. District confidential student-level database containing information such as school identifying information, student identifying information, demographic information, raw score totals, scaled scores, and performance level.
- b.** The Contractor will deliver the Individual Student Reports to the district's central office for distribution to the appropriate school at the earliest possible date, per agreement between Contractor and NDE.
- c.** The proposal must describe how district and school staff will be able to securely access web-based reports and data at the earliest possible date after testing, per agreement.
- d.** The Contractor will provide NDE with electronic files containing the aggregated school, district, and state results provided in the web-based report as well as a confidential student-level electronic file containing all available student-level information for all students such as student name and identifying information to include NDE Student ID, demographic and program information, test form, raw item responses, scored item responses, accommodation information, raw score totals, domain/subscores, scaled scores, and performance levels.

- e. The Contractor will develop and produce interpretive materials for the Individual Student Reports for parents and schools/districts. The interpretive materials will be provided in web-based format for posting on the NDE website. The proposal must include a description of the type of information to be included in such materials and methods to increase the usefulness of such materials.
- f. The Contractor will develop and produce an annual Technical Report that documents and provides the necessary evidence to demonstrate that each of the assessments and the set of assessments as a whole serve their intended purposes, are aligned with the test blueprint, fulfill the Table of Specifications to be supplied by NDE (including accessibility criteria), and meet accepted professional standards for educational testing. The NDE and Contractor will negotiate the table of contents and format for the Technical Report with input from the NDE. The annual Technical Report will not replace or fulfill the requirement for ongoing technical documentation or documentation specified in other tasks. The final draft of the document will be delivered to the NDE no later than three months following the release of assessment results. The document will be delivered in web-based format for posting to Department websites. The proposal must include a copy of a technical report produced for a similar state assessment program.
- g. As a separate cost item, the proposal must include the production of a template in Spanish of the Individual Student Report that can be accessed online and that will allow districts to populate with results.
- h. The proposal must include a description of the procedures that will be used to collect, record, and investigate reports by districts and schools of discrepancies and errors in results.

2. Retrieving Student Work

At the request of NDE, the Contractor will retrieve, hand score if needed, and deliver to the appropriate Department images of student answer documents, actual student test materials, printouts of results, and/or other reports in response to concerns about the accuracy of reported results. All requests must be made through the NDE project manager. The proposal must include a cost figure and timetable for retrieving, hand scoring if needed, and delivering these reports upon request of the NDE. The cost for this service will be charged upon request and should not be included in the budget for this proposal.

I. Planning for Changes in Assessments

If there is a change in Nebraska's standards and assessments within the next five years, there will be a need for new item development, alignment and standard setting. This proposal asks for the following information and that these costs be included. New assessments would include regular and alternate assessments in Reading, Mathematics, Science and Writing. For planning and budgeting purposes, a very tentative timeline and scope is provided in the chart below.

Tentative Timelines for New Assessments and Levels			
Year and Subject Area	Regular Assessments	Alternate Assessments	Total
2014-15 –	Grades 3-8	Grades 3-8	14

Reading	and 11	and 11	
2014-15 - Writing	Grades 4, 8 and 11		3
2015-16 – Mathematics	Grades 3-8 and 11	Grades 3-8 and 11	14
2016-17- Science	Grades 5, 8 and 11	Grades 5, 8 and 11	6

Item development for new assessments will continue to be Nebraska teacher developed as described in Section B above. This is the information to use for budgeting purposes. Use the following for the proposal and for budgeting purposes for (a) alignment and (b) standard setting.

- a) The proposal should propose an appropriate standard setting methodology and procedure that meets the following goals:
 - Is appropriate for the subject area tests.
 - Supports coherence across the grade levels tested.
 - Includes the direct participation of teachers and other subject area experts and educators.
 - Includes the validation of alignment and standard setting results with information gained from educators in the field and through the use of other available information, as appropriate.
 - Is consistent with the goals and purposes of the NDE test specifications and assessment principles.
- b) The proposal must include a comprehensive description of the proposed methods that includes procedures to occur before, during, and following the activities. The response must also include information on contractor staff that will lead and participate in alignment and standard setting.
- c) The Contractor will support all alignment and standard setting activities including, but not limited to, providing any stipends, substitute reimbursement, and covering expenses for participants in proposed meetings for the alignment and standard-setting process. NDE will assist with making arrangements for meeting room(s). Contractor is responsible for determining the number of participants. NDE will assist with identifying appropriate individuals to participate. Average daily stipend for teachers working during the summer months is \$150/day. Plan on similar amount for substitute pay for teachers working during the regular school year. Mileage – use current federal rate, Lodging – estimate \$150; the State meal reimbursement is \$25.00 per day.
- d) The contractor will produce a written report documenting all aspects of the alignment and standard setting process. The report will be delivered to the NDE within 30 days of the conclusion of these activities.

J. Check 4 Learning (C4L)

1. Technology Capacity

- a. The C4L system delivers assessments through an online system on demand by users. Since it must always be available, it is important that the system be able to handle potentially high levels of usage on a regular basis. The proposal

should detail what efforts that will be made to ensure that districts will have access to C4L whenever they need it with limited interruptions for maintenance and updates.

- b. The C4L requires a secure access web-based system for districts to upload their student demographic, teacher and school data to the C4L system because the NSSRS data is not available at the start of the school year. The C4L system must have a complete set of demographic data for each student at the point-of-time of assessment. This data management system must also provide reports and analysis, as noted below, for districts and for NDE. **NOTE: The NeSA system also requires a secure access web-based system for administrators which may be separate from this one because the C4L system requires access by classroom teachers as well as administrators.** See section on Management, Support and Planning.

2. Assessment Development

- a. The C4L must allow district users to create tests from the item bank for administration at the classroom, school or district level. The system must allow for the creation of classes and for students to be assigned to multiple classes. The system provides districts flexibility to use it based on their needs. C4L is available only online but the users must be able to print out paper versions of any test. C4L online and printed tests must meet agreed upon guidelines for test design and style. The proposal should describe a system that meets these requirements.

3. Item Bank

- a. The C4L system has an item bank with items developed by teachers and supplied through NDE. Additional items will regularly be created and added to C4L. Note: the proposal should include no costs for item development for C4L. The proposal should include costs for entering items into system received from NDE. The system is currently populated with 5,000 items. Each item in the bank is searchable based on multiple criteria: content, grade level, framework, standard, benchmark, indicator, item status and passage. Each item in the bank conveniently displays the following information: item ID, creation date, type of questions, subject, grade, DOK, difficulty, focus, aligned standard and what assessments that item is associated with. Each item has a field to allow users to provide feedback. Item display is designed to make it easy for teachers at the district level to construct assessments for their classroom. The item bank is accessible to NDE staff also. The proposal should describe a system that meets these requirements.
 - 1. A new Contractor should describe a process to move current items from the current system to a new one without the loss of any content or additional work on the part of NDE and C4L districts.
- b. The current C4L system only contains Reading, Mathematics and Science multiple choice questions. The system should be able to expand to additional content areas and types of questions. The proposal should include an option for such expansion and costs for each.

- c. Nebraska would consider proposals that include Contractor supplied test items in an agreed-upon timeline between the Contractor and NDE. If including this option, the costs must be identified.
- 4. **Ancillary Materials**
 - a. The C4L system has online (only) manuals for different levels of users that describe how to use the system and information about all aspects of the system. The proposal should describe how it will meet this requirement.
 - b. The system has a Frequently Asked Questions (FAQ) that is regularly revised and updated with new questions and answers supplied by NDE. The FAQ is assessable through the C4L data management system. The proposal should describe how it will meet this requirement.
- 5. **Reporting of Results**
 - a. The system generates on-demand reports for each administered test to aid teachers to use results to inform instruction. All reports are delivered in web-based format and districts are able to print reports and export the data from the reports into a spreadsheet or data base. The proposal must include a detailed description of a proposed method for web-based reporting that provides easy access to results while ensuring security and confidentiality. Reports should include:
 - a. As an option, students receive results as soon as they complete the test. Test administrators should be able to control this feature based on their needs.
 - b. Providing individual student-level results at the classroom level that include item-level results, indicator (subscore) results and score distribution.
 - c. Provide reports so individual data can be tracked throughout the year.
 - d. Aggregated and disaggregated data at classroom, school, and district levels.
 - e. Provide NDE with information on the C4L system use and its users.
 - f. The proposal must describe how district and school staff will be able to securely access web-based reports and data immediately after an assessment administration.
 - b. The system has interpretive materials for parents and schools/districts. The interpretive materials are provided in web-based format for posting on the NDE website. The proposal must include a description of the type of information to be included in such materials and methods to increase the usefulness of such materials.

K. Exit Strategy

The Contractor shall be responsible for end of contract activities at the completion of the contract to ensure that the transition from Contractor operations by the successor Contractor, or the State, occurs smoothly and without disruption to the NDE. End of Contract Transition activities will include planning, timely transfer of data and documentation specifically for NDE. The Contractor is required to give NDE nine (9) months' notice of intent to not renew the contract. Likewise, NDE will approach the Contractor for renewal at least nine (9) months prior to expiration of the current contract.

End of Contract Transition Responsibilities:

1. Provide a draft detailed Turnover Plan prior to contract termination.
2. Modify the Turnover Plan based upon the results of NDE review.
3. Transfer data, assessments, reports and other applicable materials in a format prescribed by NDE.
4. Provide technical and professional support to NDE and/or a successor Contract in support of the turnover.
5. Prepare and submit initial draft through final deliverables for NDE review, comment and approval.

B. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in the RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

The current one year (2012-13) contract for NeSA Reading, Mathematics, Science and Check 4 Learning is approximately 5 million dollars and the current NeSA Writing contract is approximately 1 million dollars. NDE anticipates a reduction in cost by combining contracts.

4. PRICING SUMMARY

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the deliverables including goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

To allow comparisons across proposals, budget information must be summarized in the format of the Major Task Area Summary Budget Form C (attached). Complete one Form C for each year of the five fiscal years and one Form C summarizing all five years.

The five years for which bidders are to provide costs are as follows:

1. July 1, 2013 – June 30, 2014
2. July 1, 2014 – June 30, 2015

3. July 1, 2015 – June 30, 2016
4. July 1, 2016 – June 30, 2017
5. July 1, 2017 – June 30, 2018

The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

5. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

C. PAYMENT SCHEDULE

The payment schedule for the project will be tied to specific dates and deliverables included in the contract. Invoices may be submitted by the Contractor on specific dates based on the completion and acceptance of related deliverables. The Contractor should propose a schedule of deliverables and a payment amount associated with each deliverable. A final schedule of deliverables and payment amount associated with each deliverable will be specified in the contract award. No invoice will be approved unless the associated deliverables have been approved. For the purpose of this section, a deliverable is defined as a separately usable piece of the product. A deliverable is not a specified number of hours or amount of effort.

Form A

Bidder Contact Sheet

Request for Proposal Number 12-449-01

The Bidder Contact Sheet should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response. Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Form B

Notification of Intent to Bid

Request for Proposal Number 12-449-01

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	

The "Notification of Intent to Bid" form should be submitted to the Nebraska Department of Education via e-mail: valorie.foy@nebraska.gov, facsimile: 402-471-4311, hand delivered or US Mail by the date shown in the Schedule of Events.

Form C

Major Task Area Budget Summary by Fiscal Year

Request for Proposal Number 12-449-01

Directions: Complete a separate Form C for each fiscal year.

	Labor Costs		Other Direct Costs	Total
	All employees	Subcontractors		
A. Project Management and Support				
B. Assessment Development				
C. Delivery of Assessments				
D. Test Administration				
E. Scanning/Imaging				
F. Scoring				
G. Analysis				
H. Reporting				
I. Planning for Changes in Assessments				
J. Check 4 Learning				
K. Exit Strategy				
Overhead				
Fees				
Total				
Optional or Additional Activities (Specify)				

Appendix A NeSA Test Information

Request for Proposal 12-449-01

Nebraska Department of Education NeSA Test Information								
Test	Grades Tested	Date/Window ¹	Spanish provided	#Items Per Grade	Mode of Test	Number Sessions	How scored	Practice Tests
NeSA READING	3-8, 11	6 weeks, late March	Yes	50-70	Online ¹	2	Multiple choice, scanned/online	Online & paper
NeSA MATH	3-8, 11	6 weeks, late March	Yes	50-70	Online ¹	2	Multiple choice, scanned/online	Online & paper
NeSA SCIENCE	5, 8, 11	6 weeks, late March	Yes	50-70	Online ¹	2	Multiple choice, scanned/online	Online & paper
NeSA WRITING	4, 8, 11	3 weeks, late January	Yes	One prompt per grade	Gr 8-11 = Online ¹ Gr 4 = Paper	1 2	Essay – Online or scannable three-page booklet, scored by Contractor-provided individuals	8-11 Online Gr 4 Paper
NeSA ALTERNATE READING	3-8, 11	6 weeks, late March	No	33-38	Paper	NA	Multiple choice, scanned	Paper
NeSA ALTERNATE MATH	3-8, 11	6 weeks, late March	No	33-38	Paper	NA	Multiple choice, scanned	Paper
NeSA ALTERNATE SCIENCE	3-8, 11	6 weeks, late March	No	33-38	Paper	NA	Multiple choice, scanned	Paper

¹ – Except for small number of paper tests (SPED, accommodations)